

AGREEMENT

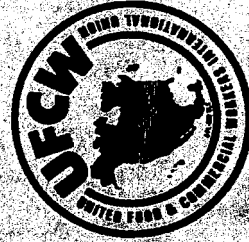
between

SIPCO, INC. d/b/a MONFORT BEEF
DUMAS, TEXAS

and

LOCAL UNION #540

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO & CLC



ARTICLE 1

RECOGNITION

The Company, SIPCO d/b/a/ Monfort Beef, Schroeder Industrial Park, Cactus, Texas, recognizes Local Union 540, United Food and Commercial Workers International Union, AFL-CIO and CLC (hereinafter called the Union) as the sole and exclusive bargaining agent for all Production and Maintenance employees defined as follows:

Include: All regular Production and Maintenance employees of Monfort, Inc's Beef Plant and Hide/Tannery Plant, Schroeder Industrial Park, Cactus, Texas.

Exclude: Plant manager, operations manager, plant controller and assistant plant controller, superintendents, chief engineer, department managers, salespersons, beef commercial employees, quality assurance employees, computer operators, programmers, panel board operators, logic system operators, manifestors, checkers, dispatchers, office clerical employees, livestock buyers, management livestock buyers, management livestock handling employees, medical department employees, laboratory employees, drum operators, chrome recovery operator, splitting feeder, shaving feeder, all night sanitation, cleanup and janitorial service employees, trailer washing facility employees, professional employees, plant protection employees, blender operators, beef cookers lab technician, all supervisory employees as defined in the Act and all other employees.

ARTICLE 2

PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical, and efficient operation.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. It is understood and agreed by the Union that the Company reserves the right of management at all times and that, except otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights of functions of management. These rights or functions include, but are not restricted to: The right to direct the work force, including the right to hire, discipline, suspend, discharge for cause, control the quality of work, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine the location of the business products to be manufactured or services rendered; place maintenance or mechanical work with outside contractors or subcontractors where employees are not trained to do the work or the Company does not have equipment with which to do the work; and determine those with whom it will do business.

Section 2. Supervisors or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee or in case of emergency.

Section 3. The Company may institute, add to, modify or change drug screen programs subject to the Union's right to utilize the grievance and arbitration provisions of the contract. Copies of the foregoing will be provided to the Union at least ten (10) days prior to being implemented or changed.

ARTICLE 4

COMPANY AND UNION RESPONSIBILITY

Section 1. During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line,

is serving on a jury.

ARTICLE 25

WAGE RATES

Section 1 - Base Labor Rate:

The base labor rates during the term of this Agreement shall be:

	<u>6/1/98</u>	<u>8/2/99</u>	<u>10/2/2000</u>
Slaughter	\$9.55	\$9.65	\$9.80
Maintenance	\$9.55	\$9.65	\$9.80
Fabrication	\$9.25	\$9.35	\$9.50

Section 2 - Starting Rate:

The first three (3) months after hire, employees will be paid \$1.20 below the applicable base rate.

The second three (3) months after hire, employees will be paid \$.90 below the applicable rate.

The third three (3) months after hire, employees will be paid \$.60 below the applicable base rate.

The fourth three (3) months after hire, employees will be paid \$.30 below the applicable base rate.

The starting rate period will be extended for day absence beyond one (1) week.

Such extension will be for the length of the absence.

Section 3-Rate for new jobs:

Jobs not appearing in the wage schedule of this Agreement shall be deemed a new job. The Company will advise the Union of any rates which may be established by the Company covering new jobs, and will negotiate with the Union concerning such rates, provided the Union advises the

Company of its desire to do so within ten (10) days from the date the Company advises the Union of the establishment of such rates.

In the event the Company and the Union cannot agree on a wage rate, such issue shall be handled through the grievance procedure in Step 4, and if no agreement is reached, the issue may then be submitted to arbitration.

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department giving proper consideration to the job context and shift involved.

Section 4 - Wage Rates:

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment.

Section 5 - Quick Start:

Employees after qualifying on certain jobs (listed below) will be moved to the one (1) year base rate plus the group rate.

In the event an employee who qualifies but later is moved permanently, for any reason, to a job not under the Quick Start Program will be reduced in pay to the rate he would be entitled to under the (1) year progression system based upon his hire date, plus any other group rate for which he may qualify.

Absences that will not violate perfect attendance for quick start should include excused absence, excused in advance F.M.L.A.

It is recognized by both Company and Union that this program can be terminated by the Company upon thirty (30) days notice if the program does not accomplish the goal intended.

If the Company chooses to delete any job under Quick start those employees in that job at the time the job is deleted will remain at that rate of pay as long as they remain in that job.

Cap off denuded insides

Maintenance:

General maintenance mechanic (increase shall be made in accordance with progress made by each individual's performance).

Hides/Tannery

Groups will be defined as:

Green Fleashing-Hide Plant

Hide Take-up-Hide Plant

Green Catch Forklift-Hide Plant

Loadout Forklift-Hide Plant

Hide Clean Up - Attend Brine

Blue Wring Crew - Tannery

Lime Defleshing Crew - Tannery

Lime Flesh Forklift - Tannery
Clean Up - Tannery

General Maintenance Mechanic

ARTICLE 26

RATES FOR JOBS IN SLAUGHTER SECTION

BASE LABOR

Janitor
Cattle Drivers and Stockyard Person
Wash edible Fat
Squeegee
Tag Heads

Wash Tallow Cars
Extra Gang
Rendering Cleanup
Hind Trimmings Washer
Run Rounds
Insert Trolley and Hang On Rail
Box maker
Place plastic bag and rubber band on bung
Stamp Skirt
Put paper towel on hides
Operate Scanner
Vacuum
Flush and wash Abomasum
Clip Tail
Blood Collector
Transport and place Bung Cord
Hang Plastic
Hand Ear Tags
Stamp Beef
Haccp Auditor
Rework Leakers
Wash Tails

GRADE 1 - \$.05 OVER BASE LABOR

Wash and trim tails
Wash beef
Offal Loadout
Grub Trimmer
Save Sweetbreads
Beef pushers, All
Pull Product Off Gut Table
Condemned Room
Number Man (Cooler)
Trim Man (Cooler)
Cut off horns and tag carcass
Knuckle Cutter
Wash or flush heads
Cut off hind feet with hock cutter
Hook chains for banana bar
Put caster ring on Weasand/Tie Weasand
Place plastic bag on tail with rubber band

Separate and tie guts
 Separate fat and pull spleen
 Hooker
 Clip bones on tongues
 Pull and save toenails
 Trim Abomasum
 Save Abomasum from table
 Separate small and large intestine
 Wash and box tendons (In Grade 2)
 Trim and pack sweetbreads (In Grade 2)
 Cut off Tails
 Remove ears and horns
 Wash Tongues
 Trim eyelids and ears
 Pre mark tongue bones
 Mark and clip hoid bone
 Save tendons (In Grade 2)
 Presenter (USDA)
 Remove Spinal Cord
 Save pet food (In Grade 2)
 Separate Cannonball
 Trim tails
 Box tails
 Upomesum
 Separate Upomesum
 Trim Upomesum
 Remove pits
 Remove and split omasum
 Bag and box abomasum
 Carcass pusher (Transfer)

GRADE 2 - \$.10 OVER BASE LABOR

High Shank trimmer
 Open, Dump, Wash, and Trim Paunches
 Offal Freezer Person
 Trim Hides
 Hide Room Take-Up
 Back Shocker and Joint and Tip Tails
 Puncture Rounds and Pop Kidneys
 Remove Udder or Pizzle
 Trim & Box Tongues

Fork Lift Operators (Walk Along)
 M.I.D. Branding Cooler
 Scald Tripe
 Operator Power Strapper
 Skin Livers
 Save Variety Meat Items
 Hide Cellar Cleanup-Attend Brine
 Mark pattern for flanker
 Attend, Feed Operate Sealing Machine and Pack Container
 Operate Head Splitter and Saves Brains

GRADE 3 - \$.35 OVER BASE LABOR

Knockers
 Shackler
 Unjoint and trim heads
 Cut Off heads and Hang on Conveyor
 Drop Tongues
 Down Puller Operator
 Rod Weasand
 Drop Bungs
 Open and Saw Briskets
 Scribe Saw
 Remove and Trim Blanket Fat
 Trim Hearts and Livers
 Head Table
 Trimmer
 Edible Rendering
 Laundry Department
 Roller Person
 Operate Side Puller
 Cut Down and Pop Trolleys
 Roller Person
 Operate Side Puller
 Cut Down and Pop Trolleys
 Inedible Rendering
 Receive, Check, and Store Supplies
 Pregut Cattle
 Operator Blood dryers
 Operator Banana Bar
 Slide and Inspect-Get Supplies
 Clean and Oil Trolleys

Pull Bung

GRADE 3A - \$.40 OVER BASE LABOR

Fork Lift Operator (High Lift)
8600 Machine
Clear Necks (Upgrade to 4)
Whizzard Trim Hearts

GRADE 4 - \$.50 OVER BASE LABOR

Skin and Cut Off Hind Legs
Lugging Buggy Operator
Sawing and Ribbing Person (Cooler)
Leadperson (Hides)
Sticker
Freezer (Leadperson)
Warm Variety Meats (Leadperson)
Fleshing Machine Operator
Dismantle and Sharpen Power Knives and Saws
Sharpen Knives
Clear Tracks-Remove Gullets
Dejoint Heads
Rip Tails

GRADE 4A - \$.80 OVER BASE LABOR

GRADE 5 - \$1.10 OVER BASE LABOR

All Air Knife Skinning Jobs Trim Out

GRADE 5A

Rover (Transfer Chain)

GRADE 6 - \$1.40 OVER BASE LABOR

Splitting Saw
Cooler (Leadperson)
Gutter
Trainer
Leadperson (Rendering)

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GRADE 7 - \$1.70 OVER BASE LABOR

Utility

ARTICLE 27

RATES FOR JOBS IN MECHANICAL SECTION

BASE LABOR

Plant Oilier \$.15 Over Base Labor

Apprentice \$.30 Over Base Labor

General Maintenance Mechanic

Level 1 \$.50 Over Base Labor
Level 2 \$.75 Over Base Labor
Level 3 \$ 1.00 Over Base Labor
Level 4 \$ 1.50 Over Base Labor
Level 5 \$ 2.00 Over Base Labor
Level 6 \$ 2.50 Over Base Labor
Level 7 \$ 2.75 Over Base Labor
Level 8 \$ 3.00 Over Base Labor

(Electronic Technicians who have completed Level 8 training will receive an additional \$.50 per hour over Level 8. All other Maintenance Employees who have been at Level 8 for eighteen (18) months or more will receive an additional \$.50 per hour over Level 8.)

MECHANICAL SECTION TRAINING AND PAY LEVELS

TRAINING LEVEL REQUIREMENTS

General Maintenance Mechanics are required to complete Levels 1 and 2 within six (6) months of transfer or hire into the Mechanical Section, to complete Levels 3 and 4 within eighteen (18) months of transfer or hire into the Mechanical Section, and to complete Level 5 within 24 months of transfer or hire into the Mechanical Section.

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General Maintenance Mechanics in all departments must complete the Levels within the required time frames or be;

- (a) reassigned to a position, if available, outside the Mechanical Section for which they can qualify, or
- (b) released from employment with the Company.

General Maintenance Mechanics who are current employees as of the date of ratification of this Agreement will be required to complete the Levels on a schedule which starts on the date of ratification.

ARTICLE 28

RATES FOR JOBS IN FABRICATION SECTION

Base Labor

Scraper (All Cuts)
Trim and Throw in Tubs Attend Product Belts
Obtain and Label Boxes
Operate Extruder
General Worker (No Knife)
General Cleanup
Combo Dumper
Swing Up Chucks
Inject Air
Clean Rib Bones/Finger Trim
Make Combos
Picker-Baby Shanks
• Fill Upgrade Combos
Transport Export Boxes
Loaders Leaker Opener

GRADE 1 - \$.10 OVER BASE LABOR

Feed chain
Scrape Spinal Cord
Trim Contamination
Saw Shank Bones
Operate 8200 Cry-O-Vac Units

Operate Power Strapper
Fork Lift Operator (Walk Along)
Wizzard Knife
Bone Guard
Boxer
Bagger
Label Product
Sort and Space Product Cuts
Sorter Lanes
General Worker (Knife work)
Sorters (Product Spacers)
Beef Back Rib Boxer and Wrapper
Remove and Box kidneys
General worker (Round cooking)
Skinny machine
General Worker (Taco Bell)
Infeed, Outfeed Sortation
Rose Meat Puller
Outside Skinner
Trim Grinder For Q.A.
Scaler
General Worker-Box Trim
Manual Palletizer
Trim Hind Steaks
Separate Flapmeat
Drop Clod & Paddle Bone
Clean Plate Bones
Clean Brisket Bones

GRADE 2 - \$.20 OVER BASE LABOR

Drop Chuck
Trimmer (Loins, Rounds, Ribs, and Rough Cuts)
Finger and button bones
Pull Flank Steaks
Trim Loins Wings
Box Machines
Lead Person
Glue Machine
Load Boxes
Crane Operators
Palletizer Operators

Reject Line Operate 8300 Cry-O-Vac Units
 Baby Shank Trimmer
 Crane Monitor
 Mark Tri Tip
 Case Sealer Operator
 Cut arm/brisket (swing off)
 Clean rib baby bones
 Upgrade oyster meat
 Bone, peel, drop knuckle
 Lead man (sortation)
 Tray former operator
 Bone cleaner
 Pull inside skirts
 Lift outside skirts
 Upgrade arm
 Cut lip lengths
 Whizzard 9" plates
 Bone loin tail
 Pull heel
 Warehouse man
 Load Controller
 Bone Strip

GRADE 2A - \$.30 OVER BASE LABOR

Chuck Trimmer

GRADE 3 - \$.50 OVER BASE LABOR

Swing Off Forequarter
 Drop Flanks
 Rehang Round
 Tender Trimmer
 Pull 13th rib
 Brisket Boner
 Bone Shanks
 Pull Short Rib
 Large Vacuum Pack
 Drop ribs
 Roll chucks
 Brisket Boner
 Bone Shanks

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Pull Short Rib
 Large Vacuum Pack
 Roll Chucks
 Forklift (High lift)
 Trim Extension Meat
 Drop Wing
 Pull Flap Off Loin Tail - Bone Hind
 Shanks
 8300 Operator Large

GRADE 4 - \$.80 OVER BASE LABOR

Knife room
 Pull Aitch Bone
 Lead Person (Material Handler)
 Finger Button Boney (2/3 combined 13th Rib Puller)
 Bone Short Rib
 Plate Boners

GRADE 5 - \$1.20 OVER BASE LABOR

Saw Tail and Chine
 Shell Saw
 Butt Boner
 #1 Rib Saw
 #2 Rib Saw
 #2 Rib Saw
 #3 Rib Saw
 Pull Knuckle
 Bone Rounds
 Short Rib Saw
 Pull Ribeye
 Rib Saw
 Bone Lipon Ribeye
 Saw Loin Tail/Chine
 Operate Knuckle Puller - (Occasionally Done)
 Mark Knuckle - (Occasionally Done)
 Pull eye on Chain
 Bone Arms
 Wing Saw
 Bone Top Butts
 Hock Saw

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Prop Goosenecks

GRADE 6 - \$1.60 OVER BASE LABOR

Mark Rib
Well Saw
Hind Saw
Chuck Saw
Tender Puller
Pull Blade
Pull Clode
Pull Clod/Mark paddle bones
Pull tenderloin/flap meat
Trainer
Bone blades
Split forequarter

GRADE 7 - \$1.90 OVER BASE LABOR

Utility

ARTICLE 29

UFCW RETIREMENT PROGRAM

Section 1. During the term of the Agreement, the Company agrees to establish a 401 (k) Retirement Plan similar to the one referenced in the Summary Plan Description given to the UFCW on May 24, 1995, which includes but is not limited to the following:

- (a) Under this plan the Company will match two-thirds (2/3) of the employee's contribution up to a maximum of 6% of the employee's wages, excluding bonuses.
- (b) The Company's maximum contribution per employee will be 4% of the employee's wage, excluding bonuses.
- (c) Eligible employees may join the plan on any entry date after they have completed one (1) year of employment, which dates are January 1, April 1, July 1 and October 1.

(d) The employer's contribution is fully vested after five (5) years of employment.

(e) The 401 (k) Retirement Plan is subject to all IRS requirements and regulations.

ARTICLE 30

LEAVE OF ABSENCE

The company may grant leaves of absence without pay to employees who request same for emergency reasons, for periods up to one week. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself. Employees with two or more years of service may be eligible for up to three weeks leave. The Company will notify the Union of All employees who are on leave of absence.

A request for an emergency leave of absence, including extended time for travel long distances to funerals of immediate family members (as defined under Article 21 - Funeral Leave), will not be unreasonably withheld by the Company. A request for a leave of absence will not be unreasonably withheld by the Company.

The Company and Union will comply with the Family and Medical leave Act (FMLA)

ARTICLE 31

UNION VISITATION

Duly authorized representatives of the Union will have reasonable access to the plan to discuss work related matters with employees, arrange meetings, handle grievances and generally service the collective bargaining agreement in effect between the Company and the Union. The representatives will have the right to inspect the production of the work of the employees.

ARTICLE 32

ENTIRE AGREEMENT - WAIVER

Section 1. This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

Section 2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 33

LETTER OF UNDERSTANDING

This program is designed to be flexible in order to accommodate changes in training needs such as equipment additions, deletions, upgrades, etc. Changes in curriculum may be made through the Maintenance Review Board as deemed necessary.

Maintenance Review Board will consist of three permanent hourly employees designated by the Union, the Training Instructor, Engineer from one of the Maintenance Departments and Supervisor of the employee to be reviewed, depending upon which department is being discussed. Additional employees may be called in temporarily as necessary on a case

by case basis. This board will regularly meet the first Wednesday of each month or as is mutually agreed upon. This Committee will monitor and review the Training Program, Level requirements, job pay issues, equipment changes, If necessary, training updates on reviews etc. Should the Review Committee deadlock on any issues, it will be taken up in the Third Step of the Grievance process. Committee members will be paid by the Company during these meetings.

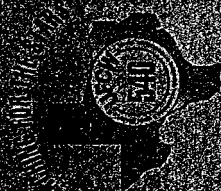
ARTICLE 34

TERM OF AGREEMENT

Except as otherwise provided, all provisions of this Agreement shall take effect on May 31, 1998 and shall remain in effect until midnight May 27, 2001 and from year to year thereafter provided, however, that this Agreement may be terminated at midnight May 27, 2001, or at midnight May 31, or any year thereafter by either party by written notice mailed to the Company at Dumas, Texas, or to the Union at its headquarters at least sixty (60) days prior to May 31, 1998, or prior to May 31, of any year thereafter.

FOR THE UNION

FOR THE COMPANY



ACREVENT

BRITAIN

LOCAL UNION #540
UNITED FOOD AND COMMERCIAL
WORKERS
INTERNATIONAL UNION N.A.F.C. & C.I.C.

CONCRETE BELT COMPANY
CACHUS, TEXAS

THE CHINESE MARKET

ARTICLE 1 RECOGNITION

The Company, Con-Agra Beef Company, Schroeder Industrial Park, Cactus, Texas, recognizes Local Union 540, United Food and Commercial Workers International Union, AFL-CIO and CLC (hereinafter called the Union) as the sole and exclusive bargaining agent for all Production and Maintenance employees defined as follows:

Include: All regular Production and Maintenance employees of Con-Agra's Beef Plant and Hide/Tannery Plant, Schroeder Industrial Park, Cactus, Texas.

Exclude: Plant manager, operations manager, plant controller and assistant plant controller, superintendents, chief engineer, department managers, salespersons, beef commercial employees, quality assurance employees, computer operators, programmers, panel board operators, logic system operators, manifestors, checkers, dispatchers, office clerical employees, livestock buyers, management livestock buyers, management livestock handling employees, medical department employees, laboratory employees, drum operator, chrome recovery operator, splitting feeder, shaving feeder, all night sanitation, cleanup and janitorial service employees, trailer washing facility employees, professional employees, plant protection employees, blender operators, beef cookers lab technician, all supervisory employees as defined in the Act and all other employees.

ARTICLE 2

PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical, and efficient operation.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. It is understood and agreed by the Union that the Company reserves the right of management at all times and that, except otherwise specifically provided in this Agreement, the Company has the sole and exclusive right to exercise all of the rights of functions of management. These rights or functions include, but are not restricted to: The right to direct the work force, including the right to hire, discipline, suspend, discharge for cause, control the quality of work, transfer, promote, demote, or lay-off employees; the right to schedule work hours; to establish schedules and standards, determine the location of the business products to be manufactured or services rendered; place maintenance or mechanical work with outside contractors or subcontractors where employees are not trained to do the work or the Company does not have equipment with which to do the work; and determine those with whom it will do business.

Section 2. Supervisors or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee or in case of emergency.

ARTICLE 23 UNION BUSINESS

Section 1. Employees, not exceeding a number agreed upon by the Company, chosen by the Union to attend Union business, shall be granted permission to be off upon one (1) week's advance written request to the Plant Operations Manager for periods not to exceed two (2) weeks. Such absences shall be without pay.

Section 2. - Full-Time Union Position. In the event the Union appoints or elects an employee to a full-time position with the Union, the Company upon proper notification shall grant a leave of absence without pay not to exceed the life of this Agreement.

No such employee will be granted a vacation or be eligible for vacation pay while in the service of the Union except where the employee qualified and became eligible for a vacation prior to the leave. Any unexercised vacation rights shall be satisfied by a cash payment equal to the amount the employee would have been paid for the vacation.

If the employee desires to return again to work, the Company must be notified within seven (7) days after termination of his appointment or election and the employee shall be placed on the job previously held or one of equal pay with no loss of seniority or vacation rights provided they are capable of performing the job.

ARTICLE 24 JURY DUTY

Section 1. When an employee is called for jury service, he shall be compensated for time lost from their job at his regular hourly rate less the compensation received for jury duty, but in no case more than eight (8) hours per day or forty (40) hours per week (except that for certain employees who work ten (10) hours per day, four (4) days on and three (3) days off, pay will be calculated at no more than ten (10) hours per day or forty (40) hours per week at the straight-time rate, Monday through Friday).

Section 2. Employees shall not be required to report for work on their job if they are required to report for jury duty or jury selection in the morning or afternoon. In the event they are excused from jury duty prior to noon and are not required to report back after noon they shall report for work as soon as possible after being released from jury duty or jury selection, and work all hours available. If released after noon, they will not be required to work that scheduled workday.

Section 3. Any employee working on the night shift who is called for jury duty and who reports and serves on the jury shall not be required to report on his regular night shift. However, he shall inform the employer as to whether or not he is serving on a jury.

ARTICLE 25 WAGE RATES

Section 1. - Base Labor Rate:
The base labor rates during the term of this Agreement shall be:

Slaughter, Hides/Tannery & Rendering	Fabrication & Material Handling
5/28/01 \$10.30	\$10.00
5/27/02 \$10.50	\$10.20
5/26/03 \$10.75	\$10.50
5/24/04 \$11.00	\$10.80
5/23/05 \$11.25	\$11.10

Section 2. - Starting Rate

The Starting Rate for all job classifications will be a minimum of \$9.40, and after thirty (30) days \$9.60, after sixty (60) days \$9.80 and after ninety (90) days base rate.

Section 3. - Rate for new jobs.

Jobs not appearing in the wage schedule of this Agreement shall be deemed a new job. The Company will advise the Union of any rates which may be established by the Company covering new jobs, and will negotiate with the Union concerning such rates, provided the Union advises the Company of its desire to do so within ten (10) days from the date the Company advises the Union of the establishment of such rates. In the event the Company and the Union cannot agree on a wage rate, such issue shall be handled through the grievance procedure in Step 4, and if no agreement is reached, the issue may then be submitted to arbitration.

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department giving proper consideration to the job context and shift involved.

Section 4. - Wage Rates

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment.

Section 5. - Quick Start

Upon qualification on any job, the employee will receive base rate plus the appropriate grade pay, if any, for that job.

Section 6: The parties agree, employees who rotate on jobs, said employee will be compensated at the grade 4 rate of pay.

ARTICLE 26 RATES FOR JOBS IN SLAUGHTER DEPT.

Base Labor

Bag Bung
Blow off Hocks
Box Maker
Cleanup / outside/ Custodian
Cover Brisket
Drive Cattle / outside / inside
Flush large intestine

Mark Foreshand
 Open Neck / Paunch
 Presenter to USDA
 Pull Paunch
 Remove Eye / Open Omasum
 Remove Bung Bag / Separate Product
 Remove Honeycomb/ Bag Trip
 Remove Kidney
 Rip Belly
 Save Brains / Trachea
 Scale Box Tripe
 Scale / Box Head Products
 Separate Heart/Lung Bone Heart
 Steam Vac. (All)
 Strapper
 Strip Weasand
 Take Up (Graders, Stackers, Pullers) Tannery
 Trim Hind Shank
 Trim Pizzle / Udder
 Trim / Box Trachea
 Trim Salivary Glands
 Trim Tongue/ Save Lobe Meat
 Wash/ Pack Brains / Spinal Cord / Tendon / Tongue /Tripe

Grade 3 \$.35 OVER BASE LABOR

Bag / Brand Liver
 Blood Cooker (Rend.)
 Blood Plasma Operator(Rend.)
 Cheeker
 Chisel Head
 Cut Down / Pop Trolley (Cooler Transfer)
 Cut Off Eyelids/Ear Cartilage
 Down Puller
 Drop Bung
 Green Graders (Tannery)
 Hot Box Feeder & Cut Web (Cooler Transfer)
 Inspect/Tnm/Box Peru Heart
 Knecker
 Lipper
 Load Out (Rendering)
 Mark Inside Skirts / Jaw
 Notch Tails
 Operate Cooker (Rend.)
 Operate Edible (Rend.)
 Operate Floatation(Rend.)
 Operate Grinder(Rend.)
 Operate Side Puller / Tail Puller
 Pull Bile Bag Aside Liver
 Pull Fat
 Save Tendon / Mark Brisket

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Hang Ear Tag
 Hang Off 2nd Leg
 Ice Hide (Tannery)
 Make boxes/ stack
 Presenter to USDA (Cooler Transfer)
 Rinse Abomasum / Paunch
 Stamp Beef (Cooler Transfer)
 Squeesee
 Transfer Hot Scale tags
 Transfer sweetbread/tendon/spinal cord
 Tuck Tail / Stamp Angus
 Unroll Intestine
 Wash Neck / Omasum/ Pens/Tongue/Hear/Tails

Grade 1 \$.05 OVER BASE LABOR

Bag/Box Tail
 Box Large Intestine
 Cut intestines to length
 Cut off carcass Ear/ Horn
 Cut Off 1st & 2nd Hind Leg
 Cut Off dew Claws / Ear Tag/Front Hooks
 Hot Box Outfeeder (Cooler Transfer)

Grade 1 \$.05 OVER BASE LABOR

Bag/Box Tail
 Box Large Intestine
 Cut intestines to length
 Cut off carcass Ear/ Horn
 Cut off 1st & 2nd Hind Leg
 Cut Off dew Claws / Ear Tag/Front Hooks
 Hot Box Outfeeder (Cooler Transfer)
 Dehorn

Lugger (Cooler Transfer)
Mark/Idle Bone/ Clear Tongue Base
Mark/Clip Idle Bone
Pop Feather Bone
Receive Cattle
Remove/Save Spinal Cord/Trim Tail
Sales Cooler Rail Off
Save Abomasum/Petfood/ Sweetbread
Separate Omasum
Sortation Infeed/ Outfeed
Split Omasum
Trim Abomasum/ Dejoint
Trim /Pack Sweetbread
Trimmer (Cooler trans.)
Wash Tail/ Cut Tails
Flush Heads

Grade 2 \$1.10 OVER BASE LABOR

Bag/Box Abomasum
 Bag/Box Kidney
 Box Liver/ Fresh Offal/ Onasum
 Clean up (Hides)
 Defat Tongue
 Hang Off 1st Leg & Clip Tail Switch
 Hang Paunch
 Inspect/Trim / Pack Weasand
 Inspect Retrim Tongue

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Saw Brisket
 Separate Large Intestine
 Stripper / Splitter Operator
 Temple Head
 Trim Pre-Wash
 Trim Back of Carcass
 Trim contamination / Heads USDA / Heart Cap
 Trim High / Low
 Trim Low Collar
 Trim Low Outside Fat
 Trim Midline / Neck / Pizzle/ Round / Shank/ Tail Fat
 Trolley Room Operator
 Weasand Rod & Place Alligator Clip
 Whizzard Jaw Bone / Aorta / Oyster Fat

Grade 3A \$1.40 OVER BASE LABOR

Catch Drivers (Tannery)
 Chemical Person / Loadout (Tannery)
 Drop Tongue
 Forklift Hide Takeup / Pet Food
 Operate Crayovac
 Hang Head

Grade 4 \$1.60 OVER BASE LABOR

Blue Wring Crew (Tannery)
 Clear Gullet
 Dejoint Head/ Tag Heads
 Drive Buggy (Cooler Transfer)
 Flesher Operator
 Green Hide Fleshing (Tannery)
 Lead Person (Material Handling)
 Lead Person (Variety Meats)
 Lime Fleshing Crew (Tannery)
 Mark Pattern / Rip Tails
 Operate Knife Room
 Pre-Gutter
 Rib Beef (Cooler Transfer)
 Saw Rib (Cooler Transfer)
 Sticker

Grade 4A \$1.00 OVER BASE LABOR

Load Out Hides (Tannery)
 Load out / Inventory Forklift Operator – Hides

Grade 5 \$1.10 OVER BASE LABOR

1ST & 2ND Butter
 Flanker
 Low Backer
 Low Necker
 Rim Over Brisket

Rumper
 Shackler
 Trim Lower Cavity / Outrail

Grade 5A \$1.30 OVER BASE LABOR

Rover (Cooler Transfer)

Grade 6 \$1.40 OVER BASE LABOR

Trainer (Black Hat)

Grade 7 \$1.70 OVER BASE LABOR

Lead Person incl. Rend.

Grade 8 \$3.10 OVER BASE LABOR

Gutter
 Splitter
 Leggers

If an employee receiving Grade 8 (\$3.10 above Base Rate) misses a day of work that would disqualify them from the Perfect Attendance Day, they will be dropped to \$1.60 per hour above base rate for that week only if the employee receives disciplinary action for absenteeism.

ARTICLE 27

RATES FOR JOBS IN MECHANICAL SECTION

Grade	Rate	After Training/Evaluation Agreement
1	\$10.50	\$10.50
2	\$11.00	\$11.00
3	\$11.25	\$11.75
4	\$12.00	\$12.50
5	\$12.75	\$13.25
6	\$13.25	\$14.00
7	\$13.75	\$14.50
8	\$14.75	\$15.50
9	\$16.00	\$16.00
Electronic Tech 9		\$16.00
Electronic Tech 10		\$17.00
Electronic Tech 11		\$18.00

• Minimum of \$.50/Hr upon ratification for grades 1 & 2.

• Maintenance Employees will follow the scheduled rate increases for Slaughter.

An additional \$0.50 per hour for grade 3 through 5 and \$0.75 per hour for grade 6 through 8 will be added above upon agreement of the appropriate training/evaluation for each grade. Once the training/evaluation program has been agreed upon which shall be no later than six (6) months after the date of ratification, if an employee is evaluated at a new grade with a rate of pay higher than their current rate they will be paid the higher rate effective the first full pay period following the evaluation. If a current employee is evaluated at a level with a lower pay rate

Grade 5 \$ 1.20 OVER BASE LABOR

Bone Aitch/ upgrade oyster
 Bone Arms / Top Butts
 Bone Strips/pull 13th rib
 Drop Gooseneck
 Manifestor (Material Handling)
 Mark / Pull eye/ Round Cap
 Mark / Pull Knuckle / chain
 Scanner Operator (Material Handling)
 Saw Chime/ Hock / Rib/ Shell/ Shortrib/ Wing
 Seam Inside Round

Grade 6 \$1.60 OVER BASE LABOR

BONE RIBS

Forequarter marker
 Saw Chuck / hindsplit / Rib Chuck
 Trainer (Black Hat)

Grade 7 \$1.90 OVER BASE LABOR

Leadperson- Tables , packoff, box make up

Grade 8 \$ 3.10 OVER BASE LABOR

Bone Chuck
 Pull clod & Mark Paddle Bone
 Pull Tenderloins

If an employee receiving Grade 8 (\$3.10 above Base Rate) misses a day of work that would disqualify them from the Perfect Attendance Day, they will be dropped to \$1.60 per hour above base rate for that week only if the employee receives disciplinary action for absenteeism.

ARTICLE 29

UFCW RETIREMENT PROGRAM

Section 1. During the term of the Agreement, the Company agrees to establish a 401(k) Retirement Plan similar to the one referenced in the Summary Plan Description given to the UFCW on May 24, 1995, which includes but is not limited to the following:

- (a) Under this plan the Company will match two-thirds (2/3) of the employee's contribution up to a maximum of 6% of the employee's wages, excluding bonuses.
- (b) The Company's maximum contribution per employee will be 4% of the employee's wage, excluding bonuses.
- (c) Eligible employees may join the plan on any entry date after they have completed one (1) year of employment, which dates are January 1, April 1, July 1 and October 1.
- (d) The employer's contribution is fully vested after five (5) years of employment.

- (c) The 401(K) Retirement Plan is subject to all IRS requirements and regulations.

**ARTICLE 30
 LEAVE OF ABSENCE**

Section 1. The company may grant leaves of absence without pay to employees who request same for emergency reasons, for periods up to one week. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself. Employees with two or more years of service may be eligible for up to three weeks leave. The Company will notify the Union of All employees who are on leave of absence.

A request for an emergency leave of absence, including extended time for travel long distances to funerals of immediate family members (as defined under Article 21 – Funeral Leave), will not be unreasonably withheld by the Company.

Section 2. Family & Medical Leaves (FMLA)

- A. Leave Entitlement: An employee who has been employed by the Company for 12 months and who has completed 1,250 hours of work during the 12 month period immediately preceding the commencement of such leave under the Family Medical and Leave Act of 1993 ("FMLA") in accordance with its provisions and the provisions of this section 2.
- B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be applicable measuring period.
- C. Employee Responsibilities.
 - (i) Application for Leave. An eligible employee must complete a written application for an FMLA leave. Where the need for leave was not known in advance due to accident, illness, or circumstances beyond the employee's reasonable knowledge or control, an application may be completed upon the employee's first reasonable opportunity to do so. In all other cases where FMLA leaves are known in advance, the application should be completed and submitted thirty (30) days prior to the commencement of the leave.
 - (ii) Physician's Certification. In order for an FMLA leave to be approved, it is the responsibility of the employee to obtain from his or her physician a fully executed Physician's Certification form, which will be provided to the employee by the Company. The failure of the employee to obtain and submit the completed Physician's certification form may result in the delay or denial of an FMLA leave, in which event, the leave may be treated as an unexcused absence.
 - (iii) Cooperation. An employee on an approved FMLA must provide periodic reports as requested by the Company in order to keep the

ARTICLE 33
TERM OF AGREEMENT

Except as otherwise provided, all provisions of this Agreement shall take effect on **May 28, 2001** and shall remain in effect until midnight **December 4, 2005** and from year to year thereafter provided, however, that this Agreement may be terminated at midnight **December 4, 2005**, or at midnight **December 31**, of any year thereafter by either party by written notice mailed to the Company at Cactus, Texas, or to the Union at its headquarters at least sixty (60) days prior to **December 4, 2005**, or prior to **December 31**, of any year thereafter.

FOR THE UNION

Johnny Rodriguez

Casey Williams

Snyder

D. Vigil

T. Hill

Minerva Gonzales

Jose U. Aguirre

Ricardo Cardenas

Isidro

Andrea Olague

Blanca Valenzuela

Burtrand

Melecio Carrillo

FOR THE COMPANY

FOR THE UNION

FOR THE COMPANY

Addendum to Agreement

It is agreed by ConAgra Beef and UFCW Local 540 as follows:

1. It has been and continues to be the Company's position that all disputes relating to the scope of the group insurance program (i.e., coverage for a certain event) are not subject to the grievance and arbitration provision of the Agreement between the Company and Union. To that end it is agreed that all disputes arising under the group insurance program set forth in the group insurance plan and allowed by ERISA; no such dispute will be subject to the grievance and arbitration provision of the C/B Agreement between the Company and the Union.
2. The decision and award of Robert E. Conley in BNMCS Case No. 91-15713 that was consolidated with Case NO. 91-116586 shall be of no force and affect for any purpose under the Agreement to which this addendum applies. Such decision and award shall not be used for any purpose whatsoever in interpreting the Agreement to which this addendum applies.

FOR THE UNION

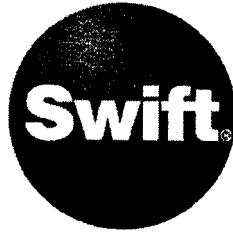
FOR THE COMPANY

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between ConAgra Beef and UFCW Local 540 of the United Food and Commercial Workers International Union and is incorporated by reference and made part of the contract for the Company's Cactus, Texas Plant.

It is agreed as follows:

- 1) When an applicant for employment is hired the Company will give the applicant a Union Authorization Card along with other documents given to newly hired applicants for signature (i.e.



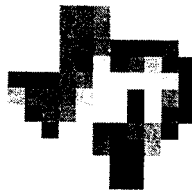
Swift & Company®

AGREEMENT

BETWEEN

**Swift & Company
CACTUS, TEXAS**

AND



**LOCAL UNION #540
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION AFL-CIO & CLC
EFFECTIVE 12/5/2005 THROUGH 12/5/2010**

Article 1

Recognition

The Company, Swift & Company, Schroeder Industrial Park, Cactus, Texas, recognizes Local Union 540, United Food and Commercial Workers International Union, AFL-CIO and CLC (hereinafter called the Union) as the sole and exclusive bargaining agent for all Production and Maintenance employees defined as follows:

Include: All regular Production and Maintenance employees of Swift & Company's Beef Plant and Hide/Tannery Plant, Schroeder Industrial Park, Cactus, Texas.

Exclude: general manager, operations manager, plant controller and assistant plant controller, superintendents, chief engineer, department managers, salespersons, beef commercial employees, quality assurance employees, computer operators, programmers, panel board operators, logic system operators, manifestors, checkers, dispatchers, office clerical employees, livestock buyers, management livestock buyers, management livestock handling employees, medical department employees, laboratory employees, drum operator, chrome recovery operator, splitting feeder, shaving feeder, all night sanitation, cleanup and janitorial service employees, trailer washing facility employees, professional employees, plant protection employees, blender operators, beef cookers lab technician, all supervisory employees as defined in the Act and all other employees.

ARTICLE 25

WAGE RATES

Section 1-Base Labor Rate:

The base labor rates during the term of this Agreement shall be:

	Slaughter, Hides/Tannery & Rendering	Fabrication & Material Handling
12/5/05	\$11.75	\$11.60
12/4/06	\$12.00	\$11.85
12/3/07	\$12.25	\$12.15
12/8/08	\$12.50	\$12.40
12/7/09	\$12.70	\$12.70

Section 2-Starting Rate

The Starting Rate for all job classifications will be a minimum of \$11.00, and after thirty (30) days \$11.20, after sixty (60) days \$11.40 and after ninety (90) days base rate.

Section 3 - Rate for new jobs.

Jobs not appearing in the wage schedule of this Agreement shall be deemed a new job. The Company will advise the Union of any rates which may be established by the Company covering new jobs, and will negotiate with the Union concerning such rates, provided the Union advises the Company of its desire to do so within ten (10) days from the date the Company advises the Union of the establishment of such rates. In the event the Company and the Union cannot agree on a wage rate, such issue shall be handled through the grievance procedure in Step 4, and if no agreement is reached, the issue may then be submitted to arbitration.

The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department giving proper consideration to the job context and shift involved.

Section 4 - Quick Start

Upon qualification on any job, the employee will receive base rate plus the appropriate grade pay, if any, for that job.

Section 5: The parties agree, the employees in the Hide/Tannery Section who rotate on jobs said employees will be compensated at the grade 4 rate of pay, unless specified otherwise in Article 26.

ARTICLE 26
RATES FOR JOBS IN SLAUGHTER SECTION

Base Labor

Bag- Bung / Tail stamp Angus
Blow off Hocks
Box- Maker
Cleanup / outside/ Custodian / Janitor
Cover Brisket
Drive Cattle / outside / inside
Flush large intestine
Hang Ear Tag
Hang Carcass Tag
Hang Off 2nd Leg
Ice Hide (Tannery)
Insert / remove Bungee cord
Make boxes / stack
Mark Brisket
Operate Hand Scanner
Presenter to USDA (Cooler Transfer)
Pull Pen / Circle
Ramp (Yards)
Record and Separate 30 plus
Remove Shackle
Rinse Abomasum / Paunch
Sanitize Front Hock
Slice livers
Stamp Beef (Cooler Transfer)
Stuff Bung
Squeegee
Transfer Hot Scale tags
Transfer sweetbread/tendon/spinal cord
Tuck Tail / Stamp Angus
Unroll Intestine
Wash- Neck / Omasum / Pens / Tongue / Heart/Tails / Cattle

Grade 1 \$0.05 OVER BASE LABOR

Bag / Box Tail
Cut off- Dew claw / Ear tag / Front hock
Cut Off 1st & 2nd Hind Leg
Hot Box Out feeder (Cooler Transfer)
Dehorn
Flush Heads
Inspect trim tail (USDA)
Mark Idle Bone/ Clear Tongue Base

Mark/Clip Idle Bone
Pop- Feather Bone / Kidney
Receive Cattle
Remove/Save Spinal Cord/Trim Tail
Sales Cooler Rail Off
Save Abomasum/Petfood/ Sweetbread
Separate / Split Omasum
Sortation Infeed/ Outfeed
Tip Tail
Trim Abomasum/ Dejoint
Trim -Pack Sweetbread / Tongue
Trimmer (Cooler trans.)
Wash Tail/ Cut Tail

Grade 2 \$0.10 OVER BASE LABOR

Bag -Omasum / Kidney / Liver / Tongue / Offal Product
Box- Omasum / Kidney / Liver / Fresh Offal
Clean up (Hides)
Clear Neck
Cut Off Ear / Horn
Defat Tongue
Hang Off 1st Leg & Clip Tail Switch
Hang Paunch
Hide Grader (Hides)
Ice Boxes / Crayovac (small)
Inspect/Trim / Pack Weasand
Inspect/ Retrim Tongue
Mark Foreshank
Open- Neck / Paunch
Operate liver skinner
Presenter to USDA
Pull Paunch
Remove -Eye / Open Omasum/ Kidney / Honeycomb/Pizzle / Udder
Remove Bung Bag /Separate Product
Rip Belly
Sanitize-1st leg / 2nd Hock
Save Brains / Trachea
Scale Box Tripe
Scale / Box Head Products
Separate Heart/Lung Bone Heart
Steam Vac. (All)
Strapper
Strip Weasand
Trim- Contamination / Hind Shank / Pizzle - Udder / Salivary Glands
Trim / Box Trachea
Trim – Tongue / Save Lobe Meat
Wash- Pack Brains / Spinal Cord / Tendon / Tongue /Tripe

Whizzard knife - Bung Area 3

Grade 3 \$0.35 OVER BASE LABOR

Bag / Brand Liver
 Blood Cooker (Rend.)
 Blood Plasma Operator(Rend.)
 Cheeker
 Chisel Head
 Cut Off Eyelids/Ear Cartilage
 Down Puller
 Drop Bung
 Hang- Heart / tail
 Hot Box Feeder & Cut Web (Cooler Transfer)
 Knocker
 Lipper
 Load Out (Rendering)
 Mark- Inside Skirts / Jaw
 Monitor Pet food Combo
 Notch Tails
 Operate Cooker (Rend.)
 Operate Edible (Rend.)
 Operate Floatation (Rend.)
 Operate Side Puller / Tail Puller / Grinder (Rend.)
 Pop Trolley (Cooler Transfer)
 Pull Bile Bag / Hang Liver
 Pull Fat/Separate Stomach
 Save Tendon
 Saw Brisket
 Temple Head
 Trim- Pre-Wash / Back of Carcass/ High / Low / Collar / Blood Clots
 Trim -Contamination / Heads USDA / Heart Cap
 Trim Outside Fat / Final Rail / Stick Wounds
 Trim Midline / Neck / Pizzle Cord / Tail Fat
 Trolley Room Operator
 Whizzard – Round/ Shank

Grade 3A \$0.40 OVER BASE LABOR

Catch Drivers (Tannery)
 Chemical Person / Loadout (Tannery)
 Drop Tongue
 Forklift Hide Take-up / Pet Food
 Hang- Head / Tongue
 Take-up Crew Hides/Tannery

Trim- Contamination Back of Carcass / Head / Pelvic Fat
 Operate Crayovac(large) / Multivac
 Whizzard- Cooler Transfer chain
 Weasand Rod & Alligator Clip

Grade 4 \$0.60 OVER BASE LABOR

Blue Wring Crew (Tannery)
 Clear Gullet
 Dejoint Head
 Drive Buggy (Cooler Transfer)
 Flesher Operator
 Green Hide Fleshing (Tannery)
 Green Graders (Tannery)
 Lead Person (Variety Meats)
 Lime Fleshing Crew (Tannery)
 Mark Pattern
 Operate Knife Room
 Pre-Gutter
 Saw Rib (Cooler Transfer)

Grade 4A \$1.00 OVER BASE LABOR

Load Out Hides (Tannery)
 Load out / Inventory Forklift Operator – Hides
 Operate Knife Room

Grade 5 \$1.10 OVER BASE LABOR

1ST & 2ND Butter
 Flanker
 Low Backer
 Low Necker
 Rim Over Brisket
 Rumper
 Shackler
 Trim- Lower Cavity /Out rail / Peel inside
 Rib Beef (Cooler Transfer)

Grade 5A \$1.30 OVER BASE LABOR

Grade 6 \$1.40 OVER BASE LABOR

Trainer (Orange Hat)

Grade 7 \$1.70 OVER BASE LABOR

Lead Person incl. Rend. Transfer chain
PST Training

Grade 8 \$3.10 OVER BASE LABOR

Gutter
Splitter
Leggers

If an employee receiving Grade 8 (\$3.10 above Base Rate) misses a day of work that would disqualify them from the Perfect Attendance Day, they will be dropped to \$1.60 per hour above base rate for that week only if the employee receives disciplinary action for absenteeism.

ARTICLE 27

RATES FOR JOBS IN MECHANICAL SECTION

	12/5/05	12/4/06	12/3/07	12/8/08	12/7/09
Grade 1	\$11.95	\$12.20	\$12.45	\$12.70	\$12.95
Grade 2	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45
Grade 3	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
Grade 4	\$13.95	\$14.20	\$14.45	\$14.70	\$14.95
Grade 5	\$14.70	\$14.95	\$15.20	\$15.45	\$15.70
Grade 6	\$15.45	\$15.70	\$15.95	\$16.20	\$16.45
Grade 7	\$16.20	\$16.45	\$16.70	\$16.95	\$17.20
Grade 8	\$17.20	\$17.45	\$17.70	\$17.95	\$18.20
Grade 9	\$17.70	\$17.95	\$18.20	\$18.45	\$18.70
Electronic Tech 9	\$17.45	\$17.70	\$17.95	\$18.20	\$18.45
Electronic Tech 10	\$18.45	\$18.70	\$18.95	\$19.20	\$19.45
Electronic Tech 11	\$19.45	\$19.70	\$19.95	\$20.20	\$20.45

- Maintenance Employees will follow the scheduled rate increases for Slaughter

If a change in the curriculum is made (see Maintenance Labor and Management Committee Letter of Understanding) to the training/evaluation program after it has been mutually agreed upon, any employees already evaluated shall not be evaluated again.

The Company will require the employee to take a minimum of an average of eight hours of training each month. If an employee fails to take the training they will be disqualified from the maintenance department. Once an employee reaches grade 8, grade 9 (the "Top Electrical") or the Electronic Tech 11 level, additional training will be at the discretion of the Company.

ARTICLE 28
RATES FOR JOBS IN FABRICATION SECTION

Base Labor

Bag Femur (Suet)
Box- Transport / Femur (Suet)
Clean Up
Combo- Dump / Fill / Maker
Custodian
Dry Ice Cap Combos
Dump Trim Tubs
General Worker (No Knife)
Laundry Operator
Manifestor
Open Leakers
Operate Multivac
Pull Paddle Bone (Hook)
Recondition Meat
Scaler (G.B)
Stage Navel
Stamp Export Boxes
Strapper
Swing Off Chuck
Transfer- Femur Bone (Suet) / Meat
Transfer Product- Meat/Shank/Small box
Weigh-Pallets/ Boxes

Grade 1 \$0.10 OVER BASE LABOR

Bag / Box Product
Clean Rib Bones
Clip off Brisket Bone
Drop- Clod/ Paddle / Chuck Tender
Feed Break Chain
General Worker/ Make Boxes
Label Boxes/ Rework
Mark Head of Tender (Pre-Fab)
Mark Rose Meat
Palletize Products
Pick- Trim /Cartilage/ Bones
Pop Feather Bones (Pre-Fab)
Pull Rose Meat / Teres Muscle
Reject Person (Material Handling)
Saw Femur Bone (Suet)
Scaler (Material Handling)
Sortation Infeed / Out feed (Material Handling)
Stage Product
Trim Contamination / Teres Muscle
Trim Grinder

Trim / Box Back strap
Upgrade
Whizzard-Bone/ Rib Cap

Grade 2 \$0.20 OVER BASE LABOR

Bag person
Bag & Box Rounds
Box Chucks
Bone - Brisket / Loin Wing / Peel knuckle
Case Sealer-Box Monitor
Clean Plate Bone
Loader
Mark Tri Tip on chain
Mark / Heel/ inside/ outside/ skirts
Pallet Control (Material Handling)
Palletizer Receiving (Material Handling)
Operate- Case sealer/ Tray former / Cryovac (small) / Skinner/ Palletizer
Separate- Arm/ Brisket / Flap meat
Square Navel
Trim Product
Retrimmers
Whizzard- Neck bone

Grade 2A \$0.30 OVER BASE LABOR

Trim - Mock Tender / Chuck short rib/ Clod / Chuck / Squares/ Pectoral
Upgrade Arm
Loin Tail Trimmer
Tri-tip Trimmer
Pull Flap Meat
Lifter Meat Trimmer

Grade 3 \$0.50 OVER BASE LABOR

Bone Hind shank
Drop- Flank / Wing
Forklift All Incl. Pallet Jack
Mark -Brisket / outside, inside skirts
Mark / Pull Chuck cover / Hanging Tenders
Operate Cryovac (Large)
Rehang Rounds
Trim-Tenderloins
Clod Trimmer
Chuck Trimmer

Grade 3A \$0.65 OVER BASE LABOR

Separate- Top Butt

Grade 4 \$0.80 OVER BASE LABOR

Bone- Plate / Short Rib

Lead person- Material Handling, Sortation, Freezer, Box Shop

Operate Knife Room

Grade 5 \$ 1.20 OVER BASE LABOR

Bone- Aitch/ upgrade oyster

Bone- Arms / Top Butts

Bone Strips / pull 13th rib

Drop Gooseneck

Mark / Pull eye/ Round Cap

Mark / Pull Knuckle (Chain)

Saw Chime/ Hock /Rib/ Shell/ Short rib/ Wing / Butt Bone

Seam Inside Round

Grade 6 \$1.60 OVER BASE LABOR

Bone Ribs

Saw - Chuck / Hind split / Rib / Chuck

Split Forequarter

Trainer (Orange Hat)

Grade 7 \$1.90 OVER BASE LABOR

Lead person- Tables , pack off

Fab Training (PST)

Grade 8 \$ 3.10 OVER BASE LABOR

Bone Chuck

Pull clod & Mark Paddle Bone

Pull Tenderloins

If an employee receiving Grade 8 (\$3.10 above Base Rate) misses a day of work that would disqualify them from the Perfect Attendance Day, they will be dropped to \$1.60 per hour above base rate for that week only if the employee receives disciplinary action for absenteeism.

ARTICLE 33
TERM OF AGREEMENT

Section 1. Except as otherwise provided, all provisions of this Agreement shall take effect on December 5, 2005, and shall remain in effect until midnight December 5, 2010 and from year to year thereafter provided, however, that this Agreement may be terminated at midnight December 5, 2010, or at midnight December 31, of any year thereafter by either party by written notice mailed to the Company at Cactus, Texas, or to the Union at its headquarters at least sixty (60) days prior to December 5, 2010, or prior to December 31, of any year thereafter,

Section 2. The parties to this agreement, Swift & Company and the United Food and Commercial Workers, Local 540, hereby agree that within sixty (60) days before the end of the third year of this agreement, they will meet and confer regarding the terms and conditions of this agreement. They further agree that they will renew this agreement and all of its terms for two additional years beyond the third year of the agreement.

FOR THE UNION

FOR THE COMPANY

Addendum to Agreement

It is agreed by Swift & Company and UFCW Local 540 as follows:

1. It has been and continues to be the Company's position that all disputes relating to the scope of the group insurance program (i.e., coverage for a certain event) are not subject to the grievance and arbitration provision of the Agreement between the Company and Union. To that end it is agreed that all disputes arising under the group insurance program set forth in the group insurance plan and as allowed by ERISA; no such dispute will be subject to the grievance and arbitration provision of the C/B Agreement between the Company and the Union.

2. The decision and award of Robert E. Conley in BNMCS Case No. 91-15713 that was consolidated with Case NO. 91-16586 shall be of no force and affect for any purpose under the Agreement to which this addendum applies, such decision and award shall not be used for any purpose whatsoever in interpreting the Agreement to which this addendum applies.

FOR THE UNION

FOR THE COMPANY

